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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

SEATTLE MARINE TERMINAL OPERATORS/
PORT OF SEATTLE DISCUSSION AGREEMENT

FMC Agreement No. 201221

A Marine Terminal Operator Discussion Agreement

Expiration Date: None



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is Seattle Marine Terminal Operators/
Port of Seattle Discussion Agreement ("Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The Parties recognize that the Port of Seattle ("Port") faces significant challenges in remaining a competitive port as conditions in the U.S. trades evolve, including due to its limited population base and local market, intermodal competition from other U.S. West Coast ports, and the increasing use by ocean carriers of ever-larger container vessels. The Parties believe that maintaining the competitiveness of the Port will serve the interest of the shipping industry and the taxpayers at the Port.

The purpose of this Agreement is to permit the Parties to discuss and agree upon issues regarding their operations, facilities, services, and other matters at the Port, in order to improve service, reduce costs, increase efficiency, and otherwise optimize conditions at the Port.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement ("Parties") are:

- (a) Port of Seattle
2711 Alaskan Way
Seattle, WA 98121
- (b) Eagle Marine Services, Ltd.
16220 N. Scottsdale Road, Suite 300
Scottsdale, AZ 85254-1781
- (c) SSA Terminals, LLC

1131 Klickitat Way
Seattle, WA 98134

- (d) SSA Terminals (Seattle), LLC
1131 Klickitat Way
Seattle, WA 98134
- (e) Total Terminals, International, LLC
401 Alaskan Way South
Seattle, WA 98104

ARTICLE 4: SCOPE

The geographic scope of the Agreement is the area in and around the Port, covering the Parties' activities relating to ocean transportation of cargo in the foreign and domestic commerce of the United States.¹

ARTICLE 5: AGREEMENT AUTHORITY

5.1. The Parties, or any two or more of them, are authorized to meet, discuss, collect and exchange information, and agree on all matters relating to the following:

- a. All matters regarding rates, charges, rules and regulations applied by or applicable to any of the Parties through tariffs, marine terminal operator schedules, leases, or other agreements with marine terminal operators, ocean common carriers, the Port, or stevedores, in connection with services and facilities at the Port, including, but not limited to: wharfage, dockage, sheddage, interchange of equipment, free time, demurrage, detention, usage, rents, storage, handling, loading/unloading, licenses, berth assignments, management agreements, past, existing, or proposed leases, contracts and

¹ The antitrust immunity afforded this Agreement under 46 U.S.C. § 40307 shall not apply when activities or agreements thereunder exclusively and solely involve transportation in the interstate (or domestic) commerce of the United States.

other privileges, rates, charges, classifications, rules, regulations, and practices. Any agreement reached under this paragraph shall be on a voluntary, non-binding basis.

b. All matters relating to cargo handling, cargo handling equipment, cargo handling areas, and gates at the Port, as well as the efficient use of the wharves and berths, including infrastructure improvements and retrofitting at the terminals, including cranes and other equipment.

c. All matters relating to marine terminal services at the Port, including past, existing or proposed marine terminal services agreements with ocean common carriers or any other contracts or agreements with service providers such as warehousemen, equipment providers, environmental contractors, or providers of other services. Any two or more Parties shall be authorized to negotiate, enter into, and implement joint terminal services agreements with ocean common carriers.

d. Use of land transportation facilities and services at the Port, including shared use of rail heads and on-dock rail facilities.

e. All matters relating to marine terminal facilities at the Port, including, but not limited to, the nature and extent of the deployment and use, either individually or collectively, of all or a portion of the Parties' respective facilities, equipment, and personnel; past, present, or projected future cargo volumes at the Port, costs of terminal and related operations, including costs of facilities, equipment, and personnel; means of reducing such costs and operating more efficiently, including through coordinating the use and/or expanded or reduced use of one or more of the Parties' respective facilities; sharing of facilities and related equipment, and sharing their benefits and costs (including through formation of a joint venture, joint operating company, or similar entity, which

may or may not be separately formed or incorporated, and which may include one or more separate legal entities owned, established, controlled or retained in whole or in part by one or more of the Parties or their affiliates); investment in the Port or any terminal facility by one or more third parties; use of the facilities, including provision of terminal and related services to users of the facilities, such as ocean and land carriers, intermediaries, and cargo interests; and infrastructure at the Port, including the financing of infrastructure improvements by fees or otherwise.

f. All matters relating to any or all of the Parties' past, current, or proposed leases at the Port, including the rates, terms, and conditions in such leases, and the modification, restructuring or revision of such leases. For purposes of this Agreement, the term "leases" includes any ancillary documents related to use of or access to facilities, including but not limited to access agreements, occupancy and operating permits, memoranda of understanding and other agreements with railroads related to terminal access and use, and sub-leases.

g. All matters relating to environmental issues and impacts at the Port and/or compliance with environmental laws, regulations and permits applicable at the Port. This includes, but is not limited to:

(1) All matters relating to water pollution and compliance with environmental requirements of federal, state, and local governmental and quasi-governmental bodies and port authorities, including with respect to the Clean Water Act, 33 U.S.C. § 1251 et seq., and related general and terminal-specific permits thereunder; storm water runoff, discharge, treatment, or other processing; discharge or treatment of ballast water; cold ironing; air pollution (including but not limited to diesel, greenhouse gas, and other air

emissions); visual and noise impacts; and matters relating to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and/or hazardous waste/substances generally.

(2) The development, acquisition, testing, deployment, and use of equipment, technology, or procedures related to compliance with environmental requirements of federal, state, and local governmental and quasi-governmental bodies and port authorities or to reduction of any environmental impacts of the Parties' operations.

(3) Seeking or providing sources of funds (including loans or grants from federal, state and local governments and government agencies, quasi-government entities, the Port, and other sources) to help fund initiatives to comply with environmental requirements or to reduce any environmental impacts of the Parties' operations.

5.2. In carrying out the authority contained in this Agreement, the Parties (or any two or more of them) are authorized to:

a. discuss and agree upon a common position with respect to any matter within the scope of Article 5.1, and may (but are not required to) communicate such position to other Parties;

b. discuss and adopt common positions regarding environmental issues affecting the Port or any of the Parties and present such positions to third parties, including but not limited to federal and state authorities and other interested persons. For purposes of this paragraph, the term "environmental issues" includes but is not limited to matters described in Article 5.1(g), traffic, movement of goods, truck and rail access to terminals,

infrastructure development, efficient use of existing terminal infrastructure, and any other matter relating to or affecting the environment at the Port.

c. meet, individually or as a group, with one or more users of the Port or its terminal facilities (including inland carriers, ocean common carriers, intermediaries, and/or cargo interests), federal, state and local government agencies and officials, other stakeholders of the Port or the Parties, other port authorities, other terminal operators at the Port, other ports, equipment manufacturers and providers and others to discuss any of the matters set forth in Article 5.1;

5.3. Nothing in this Agreement shall be construed to alter or supersede the rights and obligations of any Party under any applicable collective bargaining agreement.

5.4. The Parties (or any two or more of them) are authorized to obtain, compile, maintain, exchange, and discuss information, including records, statistics, studies, agreements, data and documents of any kind or nature, whether prepared by one or more of the Parties or obtained from outside sources, relating to or for purposes of carrying out the authority provided by Articles 5.1 and 5.2. Unless otherwise agreed, all information exchanged by the Parties that is clearly labeled or identified as confidential information shall be treated as confidential, proprietary and/or trade secrets by the Parties to the Agreement, and shall not be disclosed to any unaffiliated third party without the express consent of the Party(ies) that provided the information. Such information may be disclosed to an affiliate, but only upon agreement of such affiliate to be bound to the same level of confidentiality as is required of the Parties under this Agreement. It shall not be a violation of this section to disclose information pursuant to lawful government requests, court orders, or to the extent required under applicable public disclosure laws.

5.5. The Parties (or any two or more of them) may hire and retain consultants, subcontractors, or other third parties to carry out the purposes of this Agreement or any responsibilities or duties discussed, established or agreed upon under this Agreement, subject to the involved Parties' agreement regarding costs in connection with such hiring. The Parties (or any two or more of them) may also meet, discuss, exchange information, and reach agreement with regard to the use of contractors, technology, databases, data, or information used by them or their affiliates.

5.6. The Parties (or any two or more of them) are authorized to obtain, compile, maintain, discuss, consider, agree and exchange information on all matters within the scope of this Agreement with respect to waterborne cargoes moving on the vessels of water carriers subject to subchapter II of chapter 135 of title 49 to, from, or via marine terminals within the geographic scope of this Agreement. This shall not derogate from or limit in any way the existing authority of the Parties to discuss foreign commerce cargo that may also be moving on such vessels.

5.7. Any agreement reached pursuant to this Agreement by the Parties, or by any two or more of them, shall not be implemented prior to compliance with the filing and effectiveness requirements of the Shipping Act and implementing FMC regulations, to the extent required by law

ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1. This Agreement shall be administered by the Parties and/or their duly authorized representatives. The activities authorized in this Agreement may be carried out through meetings, telephone communications, video conferences, electronic mail or other electronic communications, writings and/or such other means of communications as the Parties may deem appropriate. The Parties may establish such standing, advisory, and ad hoc committees as they deem desirable for the furtherance of the purposes of this Agreement. The parties are authorized to share administrative and other costs as they

may agree from time to time.

6.2. The Parties are authorized (but not required) to retain a Secretary and/or any other administrative officials to administer the Agreement as they may deem necessary and appropriate. Subject to the direction of the Parties, such Secretary shall have general responsibility for supervising and monitoring day-to-day activities under the Agreement, including maintaining all records of the Agreement and administering all documentation and reporting requirements applicable to or under the Agreement. The Secretary shall make reports to the parties as required or directed from time to time, and shall take any other actions as directed by the Parties to further the purposes of the Agreement.

6.3. The following are authorized to subscribe to and file this Agreement and any accompanying materials, and any subsequent amendments to this Agreement with the Federal Maritime Commission: (i) Any authorized officer of each of the Parties; and (ii) legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP

Membership is limited to the Parties, except that any other marine terminal operator (within the meaning of the Shipping Act of 1984, codified at 46 U.S.C. § 40101 et seq.) at the Port may be admitted by unanimous vote of the Parties.

ARTICLE 8: VOTING

Except as otherwise provided herein or by the Parties, decisions hereunder shall be reached by unanimous agreement of the Parties (or the Parties to a particular agreement reached hereunder).

ARTICLE 9: DURATION, TERMINATION, AND WITHDRAWAL

9.1. The effective date of this Agreement shall be the date it becomes effective under the U.S. Shipping Act of 1984, as amended, and it shall remain in effect until terminated by agreement of the Parties, or until all but one of the Parties withdraws.

9.2. Any Party may withdraw from the Agreement at any time by giving 30 days written notice to the other Parties (or to the Secretary if one is retained); provided, however, that such withdrawal shall not relieve a party (i) of any obligations for its share of Agreement administrative expenses for the period prior to the effective date of its withdrawal, or (ii) of its share of any existing Agreement financial obligation to a third party (e.g., a contract with a vendor), and provided further that neither withdrawal nor termination shall have any effect on the Parties' rights, obligations and/or liabilities vis-à-vis another Party that previously accrued under the Agreement.

ARTICLE 10: LAW AND ARBITRATION

10.1. This Agreement shall be governed by and construed in accordance with U.S. maritime law, including the Shipping Act of 1984, as amended, codified at 46 U.S.C. § 40101 et seq., and where U.S. maritime law is silent on a question, the laws of the State of Washington, without regard to provisions regarding conflicts of law.

10.2. Except as the parties to a particular dispute may otherwise agree, any dispute or difference arising out of or in connection with this Agreement which cannot be amicably resolved between or among any Parties shall in all cases be referred for resolution to a single arbitrator in Seattle familiar with corporate and/or maritime matters

and the type of business conducted by the Parties who shall have no financial or personal interest whatsoever in or with any Party and shall not have acquired a detailed prior knowledge of the matter in dispute. The arbitrator shall be appointed by the mutual agreement of the parties to the arbitration or, failing such agreement and upon application by any party to the arbitration, by the American Arbitration Association ("AAA"). The arbitration will be conducted pursuant to the commercial arbitration rules of the AAA. Except by agreement of the parties to the dispute, discovery shall be limited to the production of discoverable documents and the arbitrator shall have the power to subpoena same.

The arbitrator's decision, including the written findings of fact and conclusions, shall be final and conclusive; judgment may be entered on the award and the award shall be enforceable in any court of competent jurisdiction; the arbitrator may allocate the cost of arbitration to one or more participating Parties in a manner consistent with the award; the arbitrator may not award exemplary or punitive damages.

ARTICLE 11: NON-ASSIGNMENT

Except as otherwise unanimously agreed in writing by the Parties, no Party shall assign its rights or delegate its obligations under or pursuant to this Agreement to any other person or entity.

ARTICLE 12: CONFIDENTIALITY

Each of the Parties for itself and on behalf of its employees, agents and subcontractors hereby undertakes to the others, during the currency of this Agreement, as well as after its termination or expiry, to keep confidential the contents of all information (written or oral, except for information already in its possession other than as a result of a breach of this Article, or in the public domain) concerning the business and affairs of the

others that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement, subject to applicable public disclosure laws, applicable governmental or court requirements and Article 5.4 regarding information exchanges and disclosure to affiliates.

ARTICLE 13: INVALIDITY AND SEVERABILITY

Each term and provision of this Agreement shall be valid and enforceable to the full extent provided by law. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

ARTICLE 14: AMENDMENT AND EMBODIMENT

This Agreement may not be amended, modified, or rescinded except in writing and duly signed by authorized signatories of each of the Parties, and subject to any applicable governmental filing requirements. Any amendment, addendum and appendix so signed shall constitute part and parcel of this Agreement.

ARTICLE 15: NOTICES

All notices pertaining to this Agreement, except as the Parties may otherwise agree, shall be sent by personal delivery or email, and shall be confirmed by mail or courier, to the person specified by the Party at the address set forth in Article 2.

ARTICLE 16: COUNTERPARTS

This Agreement and any future amendment hereto may be executed in counterparts. Each such counterpart shall be deemed an original, and all together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this ____ day of October, 2013.

Port of Seattle



Eagle Marine Services, Ltd.

SSA Terminals, LLC

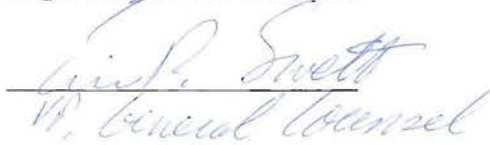
SSA Terminals (Seattle), LLC

Total Terminals, International, LLC

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
by their authorized representatives as of this ____ day of October, 2013.

Port of Seattle

Eagle Marine Services, Ltd.



W. General Counsel

SSA Terminals, LLC

SSA Terminals (Seattle), LLC

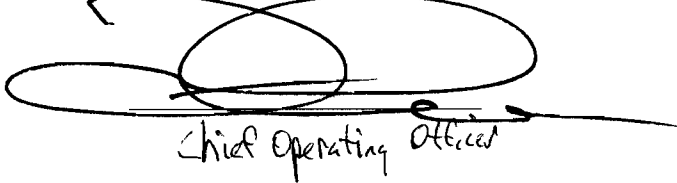
Total Terminals, International, LLC

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by their authorized representatives as of this ____ day of October , 2013.

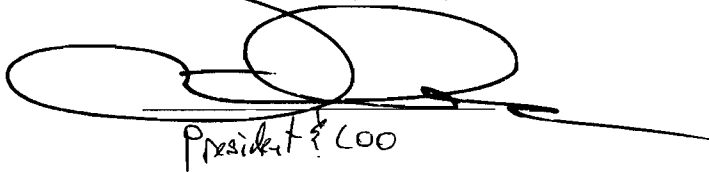
Port of Seattle

Eagle Marine Services, Ltd.

SSA Terminals, LLC


Chief Operating Officer

SSA Terminals (Seattle), LLC


President & COO

Total Terminals, International, LLC

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
by their authorized representatives as of this ____ day of October , 2013.

Port of Seattle

Eagle Marine Services, Ltd.

SSA Terminals, LLC

SSA Terminals (Seattle), LLC

Total Terminals International, LLC



K. K. Kim